

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				<b>1. Contract ID Code</b> Cost-Plus-Fixed-Fee		<b>Page 1 Of 6</b>	
<b>2. Amendment/Modification No.</b>  08		<b>3. Effective Date</b>  2003MAR27		<b>4. Requisition/Purchase Req No.</b>  SEE SCHEDULE		<b>5. Project No. (If applicable)</b>	
<b>6. Issued By</b> TACOM SFAE-GCS-W-BCTP PAUL CLENNON (810)753-2064 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CLENNONP@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>7. Administered By (If other than Item 6)</b> DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000  <b>SCD A PAS NONE ADP PT SC1012</b>			
<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b>  GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		<b>9A. Amendment Of Solicitation No.</b>	
				<input type="checkbox"/>		<b>9B. Dated (See Item 11)</b>	
				<input checked="" type="checkbox"/>		<b>10A. Modification Of Contract/Order No.</b> DAAE07-00-D-M051/0008	
				<input type="checkbox"/>		<b>10B. Dated (See Item 13)</b> 2001JUN20	
<b>Code</b> INLE2		<b>Facility Code</b>					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. Accounting And Appropriation Data (If required)</b> ACRN: AD NET INCREASE: \$50,000.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b> It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: A							
<input checked="" type="checkbox"/>		<b>A. This Change Order is Issued Pursuant To:</b> FAR 52.243.2 <span style="float: right;">The Changes Set Forth In Item 14 Are Made In</span> <b>The Contract/Order No. In Item 10A.</b>					
<input type="checkbox"/>		<b>B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).</b>					
<input type="checkbox"/>		<b>C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:</b>					
<input type="checkbox"/>		<b>D. Other (Specify type of modification and authority)</b>					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
<b>14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  SEE SECOND PAGE FOR DESCRIPTION							
<div style="text-align: center;">Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</div>							
<b>15A. Name And Title Of Signer (Type or print)</b>				<b>16A. Name And Title Of Contracting Officer (Type or print)</b> SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)573-2072			
<b>15B. Contractor/Offeror</b>  _____ (Signature of person authorized to sign)		<b>15C. Date Signed</b>		<b>16B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>16C. Date Signed</b>  2003MAR27	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-D-M051/0008 <b>MOD/AMD</b> 08	<b>Page</b> 2 <b>of</b> 6
<b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES/STRYKER

1. This Modification 08 to Delivery Order 0008 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Pursuant to Clause I.74 of the Requirements Contract entitled, "Changes--Cost Reimbursement" (Alternate II (APR 1984)the contractor is required to support "On Site" Surveys for future Stryker Brigade hand-offs.
3. In preparation for NET and Fielding activities for future BDE's the contractor shall:
  - a. Provide assistance in the performance of "on-site" surveys for Stryker Brigade Hand-Off activities.
  - b. Actively participates in collaboration with government representatives in the survey of buildings, equipment and surroundings areas to ensure deprocessing, hand-off and NET events can be executed in a timely manner.
  - c. Provide personnel knowledgeable in the areas of deprocessing, hand-off and NET who will assist government representatives in evaluating the current conditions of building and equipment and provide recommendations to modify and upgrade to support all activities previously mentioned.
  - d. The locations to be surveyed, and the number of trips to support the total effort:

	Estimated # of Trips
Ft. Richardson Alaska	4
Ft. Wainwright Alaska	4
Hawaii	3
Ft. Polk, Louisiana	4
Pennsylvania	4

e. Contractor shall prepare a trip report outlining details of the intial Alaska survey conducted. This trip report shall be delivered to the Government under CDRL A001.

4. This modification covers the initial (one) trip to Alaska, both Ft. Richardson and Ft. Wainwright, and four (4) contractor representatives. Other trips identified above and the associated deliverable will be addressed under a seperate modification to this contract. Period of performance for this modification effort will begin the date this modification is signed. The estimated completion date is 31 Mar 03.

5. The following clauses apply to this delivery order:

FAR 52.216-24	Limitation of Government Liability
FAR 52.216-26	Payments of Allowable Costs Before Definitization
DFARS 252.217.7027	Contract Definitization

6. The definitized contract will be cost plus fixed fee with the following definitization schedule:

Projected Award date of UCA/Letter Contract	13 Mar 03
Projected Date to Begin Alpha Effort	13 Mar 03
Projected Completion Date of Alpha Effort	10 Aug 03
Estimated Date of Contract Definitization	9 Sep 03

7. The Contractor agrees to accomplish the effort described associated with this change at a Not-To-Exceed ceiling price amount of \$100,000, inclusive of fee.
8. The limitation of Government liability amount is \$50,000.00.
9. The total dollars funded for this action are \$50,000.00.
10. Except as specifically stated above, all other terms and conditions of the delivery order remain unchanged and in full force and effect.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-D-M051/0008 <b>MOD/AMD</b> 08	<b>Page</b> 3 <b>of</b> 6
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\*\*\* END OF NARRATIVE A 011 \*\*\*

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4000AD	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: JV - ALASKA SITE SURVEY NTE PRON: X13GX134X1 PRON AMD: 02 ACRN: AD AMS CD: 31107180008</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2003</p> <p>\$ 50,000.00</p>				\$ 50,000.00
5001	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A. CDRL A001 NET/Fielding Site Survey</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/			INCREASE/DECREASE	CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
4000AD	X13GX134X1	AD	1	\$ 0.00	\$ 50,000.00	\$ 50,000.00
	31107180008		3GXP45			
				NET CHANGE	\$ 50,000.00	

SERVICE	NET CHANGE		ACCOUNTING	INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>STATION</u>	<u>AMOUNT</u>
Army	AD	21 32033000035R5R07P31107131E9 S20113	W56HZV	\$ 50,000.00
				NET CHANGE \$ 50,000.00

		PRIOR AMOUNT	INCREASE/DECREASE	CUMULATIVE
		<u>OF AWARD</u>	<u>AMOUNT</u>	<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	14,434,034.00	\$ 50,000.00	\$ 14,484,034.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-D-M051/0008 <b>MOD/AMD</b> 08	<b>Page</b> 6 <b>of</b> 6
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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-2 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$50,000.00 dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$50,000.00 dollars. (End of clause)			

I-3 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
(a) A CPFF is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a CPFF proposal and cost or pricing data supporting its proposal.			

(b) The schedule for definitizing this contract action is as follows:			
	Target Date for Definitization:	13 March 2003	
	Submission of Proposal:	TBD	
	Beginning of Negotiations:	12 May 2003	
	Submission of Make-or-Buy:	N/A	
	Submission of Subcontracting Plan:	N/A	
	Submission of Cost and Pricing Data:	9 September 2003	

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee in no event to exceed \$100,000.00.

[End of Clause]